CERTIFICATE AND INDEMNITY AGREEMENT
REGARDING HAZARDOUS SUBSTANCES AND BUILDING LAWS
(1601 Yesler Acquisition Loan)

This Certificate and Indemnity Agreement Regarding Hazardous Substances and Building Laws ("Agreement") is made as of October ___, 2021, by **1601 YESLER LLC**, a Washington limited liability company ("Borrower"), and **AFRICATOWN COMMUNITY LAND TRUST**, a Washington nonprofit corporation ("Sponsor") ("Sponsor," collectively along with Borrower, "Indemnitor"), for the benefit of **THE CITY OF SEATTLE**, a Washington municipal corporation ("Lender"), in connection with a loan made by Lender to Borrower pursuant to a Loan Agreement dated on or about the date hereof ("Loan Agreement"), referred to herein as the "Loan." Capitalized terms herein are defined in Section 9 below, and other capitalized terms have the meanings specified in the Loan Agreement unless the context otherwise clearly requires. Sponsor is the manager of the Borrower. Sponsor enters into this Agreement as an inducement to Lender to make the Loan to the Borrower and in the expectation of benefits to be obtained from the Loan.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor certifies, represents, warrants, covenants and agrees as follows for the benefit of Lender:

1. Inquiry by Indemnitor. Indemnitor, through the commissioning and review of the Report (hereinafter defined), has thoroughly inspected the Property or caused it to be inspected through qualified consultants and has investigated the condition and history thereof. Indemnitor has made due inquiry as to the prior uses of the Property and has examined all documents, including reports of consultants and public records, that Indemnitor has deemed necessary in connection with the statements in this Agreement. Indemnitor has provided copies of the Report and any other such consultant reports to Lender.

2. Hazardous Substances. Except as expressly set forth in any report identified on Schedule B attached hereto and made a part hereof, or in additional documents specifically identified in Schedule B (collectively, all such reports and documents are referred to as the "Report"), Indemnitor has no knowledge of either:

(a) the presence of any Hazardous Substances or underground tanks on, in, or under the Property, or

(b) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on, under or onto the Property or any Other Property.

Indemnitor shall not at any time cause or permit the presence, use, storage or disposal of Hazardous Substances on the Property, except for the presence, use, storage and disposal of reasonable quantities of such Hazardous Substances as are generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Indemnitor represents, warrants and covenants shall be used, stored and disposed of in accordance with commercially reasonable practices and all applicable Environmental Laws.

Indemnitor has never applied for and been denied environmental impairment liability insurance coverage relating to the Property. Indemnitor has furnished to Lender a copy of all such environmental insurance policies, and all applications (whether denied, accepted or pending), related to the Property. At Lender's request, Indemnitor shall cause Lender to be named as an additional insured on any such policy currently in effect.

3. Compliance with Laws. Except as expressly set forth in the Report, Indemnitor has no knowledge of:

(a) any failure by any person or entity to comply with applicable Environmental Laws with respect to the use, generation, recycling, reuse, sale, storage, handling, transport or disposal of Hazardous Substances on, under or from the Property; or

(b) any notice or complaint made by or filed with any governmental agency regarding any failure of the Property to comply with applicable Environmental Laws or Building Laws.

Indemnitor shall at all times comply with all applicable Environmental Laws affecting the Property.

4. Buildings and Improvements. All buildings, structures and other improvements to be built or constructed on the Property shall be constructed in accordance with and shall fully comply with all applicable Building Laws at all times; and shall be located outside of any 500-year flood plain or shall be continuously covered by adequate flood insurance, with Lender named as a loss payee. In connection with any demolition, construction, excavation, abatement, or rehabilitation work on the Property and in any abutting right of way or nearby property, Indemnitor shall ensure that any Hazardous Substances and underground tanks encountered by Indemnitor have been, to the extent that work has been done involving Hazardous Substances or underground tanks, and hereafter shall be handled and disposed of in full compliance with all applicable Environmental Laws, shall maintain documentation evidencing such compliance, and shall provide such documentation to Lender promptly upon request. Indemnitor represents and warrants that all demolition and abatement work on any part of the Property while that part was owned by any Indemnitor, or affiliate thereof, has complied fully with the previous sentence.

Without limiting the foregoing, Indemnitor represents and warrants that all conditions identified as Recognized Environmental Conditions in the Report have been or shall be mitigated or fully abated as required by all applicable Environmental Laws and that all materials removed that contain or are suspect to contain Hazardous Substances have been or shall be disposed of as appropriate and in accordance with the recommendations in the Report, and that Indemnitor maintains and shall maintain documentation evidencing such compliance and actions, and shall provide such documentation to Lender promptly upon request.

5. No Release or Waiver. Indemnitor has not waived or released and will not release or waive the liability of any previous owner, lessee or operator of the Property, or any other person or entity potentially responsible under applicable Environmental Laws (other than the City of Seattle and is affiliates), for the presence or removal of Hazardous Substances on or from the Property, and Indemnitor has made no promises of indemnification regarding Hazardous Substances to any person or entity other than to Lender, to any other lender with a mortgage or deed of trust on all or a portion of the Property permitted by the Loan Agreement.

6. Notice to Lender; Abatement; Special Representations, Warranties and Covenants. Indemnitor will immediately notify Lender if Indemnitor receives notice or otherwise becomes aware of (a) the presence or release of any Hazardous Substance or any storage tank in, on, under or from the Property that was not specifically identified in the Report, (b) any liability or other problem that arises in relation to any Hazardous Substance or storage tank that now or hereafter is located, or at any time may have been located, on, in or under the Property, or (c) any violation of any Environmental Law or Building Law, and any lien, action or notice resulting from such violation. Any notice sent to Lender pursuant to this Section shall describe with particularity any actual, potential or alleged violation of Building Laws or Environmental Laws, and shall contain Indemnitor's plan or recommendations for correcting the violations.

At its own cost, Indemnitor will take, or has taken, all actions that are desirable or necessary to clean up any Hazardous Substances affecting the Property and to abate any storage tanks under the Property, including without limitation any Hazardous Substances and storage tanks disclosed in the Report, in each case as and to the extent required to cause the Property to remain in full compliance with all applicable Environmental Laws, and so that Indemnitor is in compliance with all applicable Environmental Laws with respect to the Property. Such clean up actions include and shall include, but not be limited to, investigation, sampling, removal, disposal, containment and any action that may be required to comply with applicable laws or standards. In regard to any contamination of soil or groundwater on or under the Property, Indemnitor shall, at minimum, investigate and clean up the Property to the extent required by applicable law and, if so requested by Lender, obtain from the State Department of Ecology ("DOE") a letter, subject to no conditions except as may be approved by Lender, stating that no further remedial action is necessary to clean up contamination at the site, all in accordance with Revised Code of Washington (RCW) 70.105D and the DOE's Voluntary Cleanup Program. If and when any such letter is issued by DOE, Indemnitor shall comply, or ensure compliance with, all conditions in such letter. Indemnitor represents and warrants that it has provided to Lender copies of all written communications related to the Property between DOE and Indemnitor or any consultant or contractor engaged by Indemnitor, and agrees that Indemnitor shall provide to Lender copies of all future correspondence with DOE promptly upon receipt or sending by Indemnitor or its consultant or contractor. Without limiting the foregoing, Indemnitor shall implement, or cause to be implemented, and shall ensure continuous compliance with, any ongoing monitoring or environmental control and maintenance measures, or both, required by DOE as a condition to a no further remedial action determination or otherwise recommended by DOE. Nothing herein is intended to relieve any third party (other than any elected or appointed official, employee, agent or volunteer of Lender acting in such capacity) from any liability to Indemnitor or from any obligation to remediate any Hazardous Substances or other conditions.

7. Indemnification. Indemnitor shall indemnify, defend and hold Lender and its elected and appointed officials, employees, agents and volunteers harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings (including amounts paid in settlement thereof) and costs and expenses (including reasonable attorneys' fees and disbursements, and architectural, engineering and accounting costs and all repair and clean-up costs) that are in any way connected with any one or more of the following:

(a) the inaccuracy of any of the certifications, representations or warranties of Indemnitor contained in this Agreement;

(b) any activities on any portion of the Property during Indemnitor's ownership, possession or control, whether sole or in common with others, of that portion of the Property, that directly or indirectly result in the Property or any Other Property being contaminated with Hazardous Substances, or the Property being in violation of any applicable Building Laws or Environmental Laws; or

(c) the discovery and/or cleanup of Hazardous Substances or underground tanks deposited or existing on the Property or any Other Property; or

(d) any claim that personal injury, illness, or death shall have resulted wholly or in part from exposure to any Hazardous Substance in, on, or under the Property, or released from the Property; or

(e) any breach by Indemnitor of any of its covenants or agreements set forth in this Agreement.

Indemnitor agrees that its obligation to defend and indemnify Lender shall apply: (i) regardless of whether Indemnitor is at fault or is negligent, or is subject to liability under the Washington Model Toxics Control Act or other Environmental Law; (ii) regardless of when the Hazardous Substances were released or came to be present on the Property or Other Property; (iii) regardless of whether or not any order shall have been issued by any court or regulatory body requiring cleanup or abatement measures; and (iv) regardless whether Lender may have had in its possession or records at any time any information relating to Hazardous Substances on, under or about the Property, or violations of Building Laws, whether or not such information was known to Indemnitor.

Indemnitor shall provide for the proper defense of any claim or proceeding covered by this Section, promptly upon notice thereof from Lender, through counsel reasonably acceptable to Lender, provided that Lender shall have the right to participate in any such defense through its own counsel, at Lender's option. Lender shall not be entitled to reimbursement for the fees and costs of Lender's participation through its own counsel for so long as Indemnitor's counsel continues diligently to defend Lender.

If Lender becomes the owner of or acquires an interest in or rights to the Property by foreclosure or by a conveyance in lieu of foreclosure of the deed of trust securing the Loan (the "Deed of Trust") or any other instruments securing the Loan, or by any other means, the foregoing indemnification obligation of Indemnitor shall survive such foreclosure or conveyance in lieu of foreclosure or other acquisition of the Property, and shall include without limitation indemnification for losses due to impairment of use of the Property resulting from any of the matters in clauses (a) through (e) of this Section. Notwithstanding the preceding sentence, Indemnitor shall have no obligation to defend, indemnify or hold Lender harmless from any claim, demand, damage, loss, lien, or liability arising solely from or out of the activities of Lender or its agents on any portion of the Property after transfer of any portion of the Property to Lender pursuant to foreclosure proceedings or in lieu thereof. The foregoing sentence shall not relieve Indemnitor of liability in connection with Hazardous Substances

on or under the Property at the time of transfer of the Property to Lender merely because the activities of Lender reveal, displace, or require abatement of, such Hazardous Substances.

8. Unconditional, Unsecured and Continuing Obligations. Indemnitor's obligations under this Agreement are unconditional and shall not be limited by any limitations on liability provided for in any document or instrument evidencing or securing the Loan (collectively the "Loan Documents"). The obligations hereunder are in addition to, and not in substitution for, any provisions regarding related matters in the Loan Documents. The certifications, representations, warranties, covenants and agreements of Indemnitor set forth in this Agreement (including without limitation the indemnity provided for in Section 7 above), (a) are separate and distinct obligations from Indemnitor's obligations with respect to the Loan and under the Loan Documents and in any other agreements with the City, (b) are not secured by the Deed of Trust or any other Loan Document, (c) shall not be discharged or satisfied by payment or satisfaction of the Loan, nor by foreclosure of the lien of the Deed of Trust or any lien or security interest created by any other Loan Document, and (d) shall continue in effect after any transfer of the Property, including without limitation transfers pursuant to foreclosure proceedings (whether judicial or nonjudicial), or by any conveyance in lieu of foreclosure. Any payment made to Lender by or on behalf of Indemnitor at any time when amounts are owing both hereunder and under the Loan Documents may be allocated between such obligations in such manner as Lender shall determine, in Lender's discretion.

9. Definitions. For purposes of this Agreement, unless the context otherwise clearly requires:

(a) "Building Laws" means any and all federal, state and local laws, statutes, regulations, ordinances and requirements, now or hereafter in effect, applicable to the ownership, development or operation of the Property, including all building, zoning, planning, subdivision, fire, traffic, safety, health, labor, air quality, wetlands, shoreline and flood plain laws, statutes, regulations, ordinances and requirements, and specifically includes all applicable requirements of the Fair Housing Act of 1968, the Americans with Disabilities Act of 1990, and the Architectural Barriers Act of 1968, all regulations under the foregoing acts, and all government and private covenants, conditions and restrictions applicable to the Property, all as now or hereafter amended. Building Laws include, without limitation, any conditions or requirements contained in permits issued with respect to the Property and any governmental requirements applicable due to any source of funding for the acquisition of, or improvements to, the Property, including without limitation any source of funding for the Loan if the Indemnitor has notice of such source.

(b) "Environmental Laws" means any and all federal, state and local statutes, regulations, ordinances, and requirements, now or hereafter in effect, pertaining to environmental protection, waste disposal, toxic or hazardous materials, contamination or cleanup, including without limitation, (i) the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), (ii) the Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et. seq.), (iii) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. seq.), (iv) the Washington Model Toxics Control Act (RCW Chapter 70.105(d)), and (v) the Washington Underground Petroleum Storage Tanks Act (RCW Chapter 70.148), all as now or hereafter amended.

(c) "Hazardous Substances" means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, under any Environmental Law,

including, without limitation, polychlorinated biphenyls, asbestos, lead, petroleum and hydrocarbon products, and also includes any other substances (including mold and other mycotoxins or fungi) that if ingested, inhaled or absorbed may pose any threat to human health.

(d) "Lender" means The City of Seattle and its successors and assigns, and any person or entity who shall acquire the City's security interest in the Property or in any portion thereof at any time owned by Borrower, or who shall acquire the Property or any portion thereof at any time owned by Borrower through foreclosure, or by transfer in lieu of foreclosure, under the Deed of Trust (but The City of Seattle shall remain entitled to enforce the indemnities herein after any such acquisition or transfer).

(e) "Other Property" means any property that becomes contaminated with Hazardous Substances as a result of releases on or under the Property; the disposal of Hazardous Substances from the Property; or the construction, development, operation or other activities on, or the contamination of, the Property.

(f) "Property" means the real property situated at 1601 East Yesler Way, Seattle, Washington 98122, legally described in Schedule A attached hereto and made a part hereof, and all buildings, structures and other improvements now or hereafter located thereon.

(g) "Recognized Environmental Condition(s)" means the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (i) due to a release to the environment; (ii) under conditions indicative of a release to the environment; or (iii) under conditions that pose a material threat of a future release to the environment.

10. General; Successors and Assigns. If more than one person is signing this agreement or counterparts hereof then the term "Indemnitor" shall refer to each and every such person or entity and all of such persons and entities shall be jointly and severally liable under this Agreement. This Agreement shall be binding upon Indemnitor and its successors and assigns, and shall inure to the benefit of Lender and its elected and appointed officials, employees, agents and volunteers, and their respective heirs, representatives, successors and assigns. No transfer of the Property or any portion or interest therein, whether or not with the consent of Lender, shall relieve Indemnitor from any liability or obligation hereunder, whether arising from events then having occurred or arising from subsequent events. After any assignment by Lender of its security interest in the Property or transfer of the Property by foreclosure or deed in lieu thereof, this Agreement shall remain in effect in favor of The City of Seattle and its elected and appointed officials, employees, agents and volunteers, as well as inure to the benefit of the assignee or transferee. In any such case, unless otherwise expressly agreed in writing by The City of Seattle, the rights of The City of Seattle (and its elected and appointed officials, employees, agents and volunteers) to indemnity hereunder shall be absolutely prior and superior to the rights of any other parties hereunder, and no payments hereunder shall be made to any other parties so long as any claims of The City of Seattle (and its elected and appointed officials, employees, agents and volunteers) remain outstanding. This Agreement shall be governed by and construed under the laws of the State of Washington. In any lawsuit, action or appeal therefrom, including proceedings in bankruptcy court, to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs and expenses incurred therein, including reasonable attorneys' fees and disbursements. Any reference to attorneys' fees herein shall include the reasonable value of the services of in-house counsel and paralegals. Indemnitor agrees to the jurisdiction of the courts of

King County, Washington and agrees to venue exclusively in King County Superior Court or the federal District Court for the Western District of Washington.

11. Notices. Any notices or demands to Indemnitor hereunder may be mailed or delivered to:

c/o Africatown Community Land Trust
1437 South Jackson Street, Suite 100
Seattle, Washington, 98144
Attn: K. Wyking Garrett, President

with a copy to:

Constance Proctor
Century Law Firm, PLLC
2135 112th Avenue NE
Bellevue, Washington 98004

or such other address as Indemnitor shall provide by written notice to Lender. Any notice to Borrower is sufficient notice to Sponsor.

All notices to Lender may be mailed or delivered to City of Seattle Office of Housing, Post Office Box 94725, 700 Fifth Avenue, Suite 5700, Seattle, Washington 98124-4725, Attn: Director, or sent by facsimile transmission to (206) 233-7117, or to such other address and/or facsimile telephone number as Lender shall provide by written notice to Indemnitor.

12. Counterparts. This Agreement may be executed in counterparts and each counterpart shall be an original. Any counterpart shall be valid and enforceable against all persons signing such counterpart regardless of whether each person named as Indemnitor has signed any counterpart.

[Signatures on following page]

DATED as of the day and year first written above.

INDEMNITORS:

1601 YESLER LLC,
a Washington limited liability company

By: Africatown Community Land Trust, a Washington nonprofit corporation,
its Manager

By: _____
K. Wyking Garrett, President

AFRICATOWN COMMUNITY LAND TRUST,
a Washington nonprofit corporation

By: _____
K. Wyking Garrett, President

SCHEDULE A: Legal Description

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 15, H.L. YESLER'S 1ST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 215, IN KING COUNTY, WASHINGTON;

AND

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 3, HILL TRACT ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 42, IN KING COUNTY, WASHINGTON.

SCHEDULE B: Environmental Reports

Phase I Environmental Site Assessment – June 29, 2021, Project: Africatown-1-01, prepared by NV5